



**IDAHO TRANSPORTATION DEPARTMENT (ITD)  
INVITATION TO BID (ITB)**

November 10, 2010

Enclosed are specifications and instructions to provide a proposal to provide ***Janitorial and Housekeeping Services*** at the Idaho Transportation Department (ITD) District Six offices.

**ALL SEALED BIDS must be received by 5:00 pm on November 30, 2010. Sealed bids will be opened at 9:00 am on December 1, 2010;** at Business and Support Management - Purchasing Unit, located at 3311 West State Street in Boise. The scope of work consists of the successful Contractor furnishing **ALL** labor, equipment, tools; materials, and cleaning products to effectively maintain the buildings.

A **MANDATORY Site Visit and Pre-Bid Meeting** will be held November 16, 2010 **at 9:00 am**, at ITD District 5 main office, located at 5151 South 5<sup>th</sup> Pocatello, Idaho. All questions are due at this time. Bids submitted by contractors not in attendance will not be accepted.

**ALL QUESTIONS** relating to this ITB shall be FAX to 208.332.4109 or EMAILED to: [evvey.mcadams@itd.idaho.gov](mailto:evvey.mcadams@itd.idaho.gov) - **NO** questions will be accepted after 5:00 PM on November 23, 2010.

**FOR INFORMATION ON:** Upcoming Projects, Project Updates, Addendums, Project cancellations, Bid [Status] Results, **please visit our web-site at:** <http://itd.idaho.gov> **"Doing Business with ITD"**

***BID SUBMISSION MUST BE SENT IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN BELOW:***

<p><b>Business Name:</b> _____</p> <p><b>Requisition #: E-130460</b></p> <p><b>Bid Close Date: November 30, 2010 @ 5:00 PM</b></p> <p><b>Bid Open Date: December 1, 2010 @ 9:00 PM</b></p> <p><b>Project Bidding: Janitorial and Housekeeping Services</b></p>
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**Contact:**

Evey McAdams  
Grants Contract Program Specialist  
Business and Support Management - Purchasing Unit  
3311 West State Street – Boise 83703  
(P.O. Box 7129 – Boise 83707-1129)  
Office#: 208.334.8084

**IDAHO TRANSPORTATION DEPARTMENT (ITD)**  
**DISTRICT 5 – POCATELLO IDAHO**  
**JANITORIAL AND HOUSEKEEPING SERVICES**

**I. SCOPE OF WORK**

**1. PURPOSE**

The Idaho Transportation Department (ITD) is seeking bids from caretaker management firms and individuals for Janitorial Services, at the Idaho Transportation Department, District 5 Administration Building, and the EOC room as outlined in the specifications contained in requisition number E-130460.

The Contractor shall provide all labor, equipment, tools, materials and cleaning products (MSDS SHEETS) to effectively maintain the building in a safe, sanitary, clean, and attractive manner to the satisfaction of the Department.

**2. MANDATORY SITE VISIT**

A **MANDATORY Site Visit and Pre-Bid Meeting** will be held November 16, 2010 **at 9:00 am**, at ITD District 5 main office, located at 5151 South 5<sup>th</sup> Pocatello, Idaho. All questions are due at this time. Bids submitted by contractors not in attendance will not be accepted.

**3. WORK SCHEDULE**

All work for this contract will be performed five (5) hours a day, five (5) days a week. Contractor can provide:

- One (1) employee for five (5) hours, or
- Two (2) employees for two and ½ (2.5) hours

An additional one (1) hour per week will be added for cleaning the EOC room.

**4. CONTRACTOR RESPONSIBILITY**

ALL CLEANING SHALL BE DONE DAILY UNLESS OTHERWISE STIPULATED.

**DAILY DUTIES**

**LOBBY PLUS SIX ENTRIES**

- Clean entry door glass and frame with glass cleaner
- Vacuum entry carpet and mats, vacuum chairs
- Clean and polish metal thresholds.
- Dust down all ledges.
- Spot clean stains on entry carpets and mats as needed
- Remove cigarettes/butts from outside receptacles.

## **BATHROOMS**

- Doors, toilet partitions, toilets, wash basins, urinals ,hand dryers, soap dispensers, chrome fixtures counter tops and mirrors shall be scrubbed thoroughly each visit
- Top of partitions, and top of lighting shall be dusted monthly
- Showers in men's and ladies rest rooms shall be scrubbed weekly, including walls, floors and chrome fixtures
- Vents shall be cleaned weekly
- Floors shall be swept and mopped each visit and professionally buffed every 3 months

## **CONFERENCE ROOMS**

- Empty garbage each visit
- Dust window ledges and clean windows weekly
- Vacuum floors, baseboard and chairs weekly
- Wipe down arms and legs of chairs weekly
- Wipe off whiteboards and tables
- Wipe down doors and light switches weekly
- Clean vents monthly

## **HALLS – EACH VISIT**

- Wipe down ledges and smudge marks
- Vacuum
- Clean around copiers
- Wash all drinking fountains with disinfectant
- Spot clean carpets

## **ALL OFFICE AREAS**

- Empty garbage and recycling bins and take recycling out to designated area each visit
- Vacuum all carpeted areas each visit
- Wipe down all cabinets, desk tops, table tops, bookcases, office machines such as fax, copiers, etc. weekly
- Vacuum and wipe down/dust chairs weekly
- Wash inside windows monthly
- Wipe down doors and light switches weekly

## **BREAK AREA**

- Wash counters and sinks with disinfectant
- Wipe off tables with disinfectant
- Wipe down chairs seats and legs
- Wipe down light switches
- Wash inside windows monthly
- Sweep floors each visit and mop floors weekly or more often if spots appear

- A high strength detergent containing a deodorant and a built-in antibacterial agent shall be used. After being washed, fixtures shall be wiped dry with a clean towel.
- Garbage containers shall be emptied, cleaned, and if applicable lids washed.
- Soap and paper goods dispensers shall be replenished as necessary.
- Report any and all malfunctions, including but not limited to electrical fixtures and or power receptacles, leaky faucets and any other items that needs building maintenance attention.
- The tile floors will be buffed to shine once a month, this includes both of the residencies, break room, bathrooms, EOC and hall ways, entrances into basement both front and rear of the building.

### **WEEKLY / MONTHLY DUTIES**

The Contractor shall clean: anything under 72" will be cleaned weekly, such as; desks (no items will be moved, just dusted around), counter tops, door knobs, light switches.

The Contractor shall clean: anything over 72" will be cleaned monthly, such as vents; lighting fixtures, partitions, etc.

### **5. DEPARTMENTS RESPONSIBILITIES**

ITD shall provide all paper goods including toilet paper, hand towels, garbage liners, and soap for the dispensers.

## **II. TERMS AND CONDITIONS**

### **1. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

The Standard Specifications for Highway Construction (ITD 2004), the most current Supplemental Specifications, the January 2008 Quality Assurance Manual, the QA Special Provisions are incorporated by reference where applicable to this project. The Idaho Transportation Department's Standard Specifications for Highway Construction manual is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Department at 334-8430 to purchase. Contractors can download a PDF version, with the most current supplements of the manual at: <http://itd.idaho.gov> – click on 'Publications, Highways; Specifications'.

### **2. CONTRACT ADMINISTRATION**

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply

### **3. CONTRACT AWARD**

Award of contract will be ALL OR NONE.

### **4. CONTRACT TERM**

The term of this contract consists of a one (1) year period with an option to renew for three (3) additional one (1) year periods upon mutual agreed upon by both the Contractor and Department. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title, or interest therein.

### **5. CONTRACT RENEWAL PROVISION**

If applicable, the Contractor will be notified ninety (90) days prior to contract expiration, regarding contract renewal. Upon acceptance of renewal Contractor must present their performance and payment bonding for the next contract period - at a minimum of thirty (30) days prior to contract expiration. If Contractor fails to present evidence of bonding to ITD in the time permitted, contract will be cancelled as noted under TERMINATION, and the contracted project services will be rebid.

*Contractors and suppliers whom fail to renew bonding and, through their actions, cause ITD to cancel and rebid a contract are subject to disqualification from bidding on similar ITD contracts for a period of two (2) years. The determination of contractor or supplier disqualification shall be solely the Department's.*

### **6. PAYMENT REQUIREMENTS**

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

### **7. CHANGES**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent resulting in the amendment to the contract terms.

## **8. CLAIMS FOR ADJUSTMENT AND DISPUTES**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the District Engineer, in writing of their intent to file a claim. If such notification is not given, then the Contractor shall waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments, and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

## **9. FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

## **10. COMPLIANCE**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as noted under TERMINATION.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

#### **11. TERMINATION**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

#### **12. INDEMNIFICATION**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

#### **13. SAVE HARMLESS**

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement.

The Contractor will maintain Worker's Compensation Insurance as required by Idaho Code and will provide to the department a certificate of Idaho Worker's Compensation Insurance issued by a surety licensed to write Idaho Worker's Compensation in the State of Idaho, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Idaho Industrial Commission. Failure to provide a Certificate of Workman's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary workman's compensation insurance. The Department will not assume liability as an employer.

The Contractor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property, or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Department be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

#### **14. ILLEGAL ALIENS**

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2009-10 ([http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009-10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009-10.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

#### **15. INSURANCE REQUIREMENTS**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

##### **15.1 COMMERCIAL GENERAL LIABILITY INSURANCE**

The CONTRACTOR shall maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage and include personal injury and blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

##### **15.2 LIABILITY INSURANCES**

For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned, and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

##### **15.3 WORKER'S COMPENSATION**

The CONTRACTOR and all employers providing work, labor, or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.



For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

EMPLOYER'S LIABILITY - This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

**State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

**Notice of Cancellation or Change:** The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

### **III. BID GUIDELINES**

#### **1. PERFORMANCE**

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions, and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data, or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

#### **2. BIDDING REQUIREMENTS AND CONDITIONS**

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. To ensure timely receipt hand delivery is encouraged. No Bid will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bid shall be signed with **BLUE** ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

#### **3. IRREGULAR BID**

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the *Bid Documents* are not received in a sealed envelope, when received by the Department.
6. If the bidder's signature is not signed in **BLUE** ink on the Signature Page.
7. If *all* Addendums are not signed, [**BLUE** ink] dated and returned with the Bid Documents.
8. If the contractor's Federal Identification number is not inserted on the Signature Page.
9. Contractor's Affidavit are not completed and returned – (*Concerning Alcohol & Drug Free Workplace*)
10. Contractor's Affidavit are not completed and returned – (*Concerning Illegal Aliens*)

#### **4. DISQUALIFICATION OF BIDDERS**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership, or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.
3. Bidder, or its principals or affiliates, is disbarred, suspended, or ineligible from federal contracting; see Idaho Code § 67-5730 (2) (f).

#### **5. BID GUARANTY (BID BOND)**

**No bid will be considered unless accompanied by a (5%) guaranty of the character and in an amount not less than the amount indicated on the Bid.**

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the bid bond. The bid guaranty must be an original with original signatures and be included with the bid documents.

#### **6. RETURN OF BID GUARANTY (*Five Percent Bid Bond*)**

Bid guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the bids. The retained bid guaranty of the unsuccessful of the

two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

## **7. PERFORMANCE AND PAYMENT BONDS**

ON PAGE 15, SUBSECTION 103.04 – BOND REQUIREMENTS: Delete the first paragraph and substitute the following: The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of \$20,000 or 12.5% of the total contract amount, whichever is greater.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final completion of the contract those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the contract for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

## **8. CONSIDERATION OF BID**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov> 'Doing Business with ITD', *Bid and Contract Information*, 'ITD Goods and Services'. The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

## **9. BIDDER CHALLENGE TO DEPARTMENT DETERMINATION**

A bidder who did not submit the lowest responsible bid as determined by the Department may within five (5) calendar days of bid opening file a written application to challenge the Department's determination of the lowest responsible bidder and apply to the Department's chief engineer for the appointment of a hearing officer to hold a contest case hearing. The application shall set forth in specific terms the reasons why the Department's decision is thought to be erroneous.

## **10. EXECUTION / AWARD OF THE CONTRACT**

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose bid complies with all requirements prescribed. However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

#### **11. FAILURE TO EXECUTE CONTRACT**

Failure to execute the contract within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

**B I D   S C H E D U L E**  
**ITD DISTRICT 5**  
**ADMINISTRATION BUILDING**

**JANITORIAL AND HOUSEKEEPING SERVICES**

Each Bid item shall be filled in completely by the **Contractor** in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

**Requisition # E-130460**

CONTRACTOR/BUSINESS NAME: \_\_\_\_\_

ITEM	<u>DESCRIPTION</u>	QTY	UOM	PRICE PER MONTH	TOTAL COST
	JANITORIAL AND HOUSEKEEPING SERVICES				
1	ITD DISTRICT 5 ADMIN BUILDING	12	MO	\$ _____	\$ _____

Contract term will be for one (1) year with an option to renew upon mutual agreement between the State and Contractor. Renewal will be in one (1) year intervals for a total of three (3) consecutive renewals per the same terms and conditions contained in this ITB and its specifications.

AWARD TO BE **"ALL OR NONE"**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*Proposers bid will not be accepted if this page is not signed in blue ink with an original signature.*

Transportation Department  
Business and Support Management Purchasing Unit  
PO Box 7129  
3311 West State Street  
Boise, Idaho 83703

**REQUISITION # E-130460**

**REQUISITION TITLE:** Janitorial and Housekeeping Services – ITD District 5 Admin Building

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Federal Identification Number	Public Works License Number (if required) <b>NOT APPLICABLE</b>	Additional License Numbers (if required) <b>NOT APPLICABLE</b>	
Company Name		State of Domicile	
Mailing Address	City	State	Zip Code
Contractor or Authorized Representative's Printed Name		Phone Number (with area code)	
Fax Number (with area code)	Email Address		

**By signing, the contractor acknowledges his/her responsibility for this solicitation, and that he/she will comply with all the terms, conditions, and specifications of this solicitation.**

Contractor or Authorized Representative's Signature	Date Signed
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If **not domiciled** in the State of Idaho, please provide an address where business is conducted in the State of Idaho, if applicable:

Mailing Address	City	State	Zip Code
Phone Number	Fax Number		

**This page must be signed with an original signature, and returned with your BID documents!**

**CONTRACTOR'S AFFIDAVIT**  
**CONCERNING ILLEGAL ALIENS**

[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn upon oath, deposes and says that \_\_\_\_\_  
(Contractor Name)

complies with the provisions of Idaho Executive Order 2009-10 (Establishing a Policy for All State

Agencies Concerning Public Funds); that \_\_\_\_\_ substantiates that all  
(Contractor Name)

employees providing services or involved in any way on projects funded directly by or assisted in whole

or part by state funds or federal stimulus dollars can legally work in the United States and complies with

the provisions of Idaho Executive Order 2009-10 and will maintain such throughout the life of this state

contract and that \_\_\_\_\_ shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Executive Order 2009-10.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City and State

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_

\_\_\_\_\_

**THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS**



**CONTRACTOR'S AFFIDAVIT**  
***CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE***

<http://www.legislature.idaho.gov/idstat/Title72/T72CH17.htm>

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath deposes and says that \_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho

Code (Drug Free Workplace program); that \_\_\_\_\_ provides a drug-free  
(Contractor Name)

workplace program that complies with the provisions of Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state construction contract and that

\_\_\_\_\_ shall subcontract work only to subcontractors meeting  
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, in the  
year \_\_\_\_\_.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_

\_\_\_\_\_

**REQUISITION #:** E-130460

**PROJECT:** Janitorial and Housekeeping Services  
ITD – District #5 Admin Building



To Help Us – Help you

**PLEASE Fax Back to:**

**208.332.4109**

Idaho Transportation Department  
Business & Support Management - Purchasing Unit  
PO Box 7129  
Boise, Idaho 83707-1129

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**BID CLOSES:** November 30, 2010 @ 5:00 P.M. **BID OPENS:** December 1, 2010 @ 9:00 P.M.

**INTENTION TO RESPOND**

Please check all that apply

\_\_\_\_\_ Company intends to prepare and submit a BID to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Company intends to attend the **Mandatory** Site Visit, located at ITD D5, Main Lobby, 5151 South 5<sup>th</sup> Pocatello, Idaho, on November 16, 2010 @ 9:00 A.M.

Other Message / Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Individual / Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail: \_\_\_\_\_

## BIDDERS RESPONSIBILITY PAGE

### **FOR SEALED BIDS:**

**ALL DOCUMENTS** APPLICABLE AT TIME OF BID must be signed **IN BLUE INK**, dated, and returned with your bid documents to allow your bid to be considered. Documents not returned **WILL** result in a non-responsive bid.

### **DISCLAIMER:**

**ALL REQUIRED DOCUMENTS** may or may not be listed. It is the Contractor's responsibility to review all documents and return as specified.

- 1) **Bid Schedule** must be completed and signed with an original signature
- 2) **Signature Page**
  - **WHEN REQUIRED** Contractor's **(APPLICABLE)** License Number(s) must be inserted
  - Page must be signed with an original signature
- 3) **Contractor's Affidavit**
  - Concerning Alcohol and Drug Free Workplace
  - Concerning Illegal Aliens
- 4) **FIVE PERCENT (5%) BID GUARANTY**
  - Bidders Bond or Cashier's Check **MUST** be included with your Bid
- 5) **Addenda**
  - It is the Bidder's responsibility to verify if an addendum was issued.
  - Must be Signed and returned with your Bid.
- 6) **ALL BIDS** must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 7) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.